



Customer Service Agreement

| | | | |
|---|-----------------------|--|--|
| Installation Information | | Billing Information | |
| Worcester State College | | Worcester State College | |
| 486 Chandler St Worcester, MA 01602 | | 486 Chandler St Worcester, MA 01602 | |
| Contact: Vin Donahue | Phone: (508) 793-8000 | Contact: Vin Donahue | Phone: (508) 929-8016 |
| E-Mail: | Fax: | E-Mail: | Fax: 929-8180 |
| Credit Information | | | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input checked="" type="checkbox"/> Tax Exempt (Attach Proof) <input type="checkbox"/> Other | | | |
| Nature of Business: <u>STATE COLLEGE</u> | | | |
| Years in Business: <u>123 YRS</u> | | SIC: _____ | Tax ID: <u>046 002 284</u> D&B #: _____ |
| Ownership Information (Required for Partnerships, Proprietorships and Small Businesses) | | | |
| Name | Address | Phone | SS# |
| <u>N/A</u> | | | |
| Reference Information (3 Major Trade References and Bank) | | | |
| Trade Name | City, State | Phone | Account # |
| <u>1110 CLEANING PRO</u> | <u>W. BAY 43RD MA</u> | <u>508 835-7900</u> | <u>206970</u> |
| <u>SUNSHINE SIGN CO</u> | <u>N. GRAFTON MA</u> | <u>508 837-5582</u> | <u>W08050</u> |
| <u>SANI MATE SUPPLY</u> | <u>WORCESTER MA</u> | <u>508 752-8800</u> | <u>108240</u> |
| Bank Name | Contact | Account # | |
| <u>SPURTEIGN BK</u> | <u>Anne Carlson</u> | <u>85602010325</u> | |
| Billing Options <input type="checkbox"/> IntelliBILL <input type="checkbox"/> Call Detail <input type="checkbox"/> International Usage <input type="checkbox"/> Expensive Calls <input type="checkbox"/> IntelliVIEW <input type="checkbox"/> Suppress Detail <input type="checkbox"/> Time of Day Usage <input type="checkbox"/> Lengthy Calls <input type="checkbox"/> Corp. Acct. Billing <input type="checkbox"/> Area Code Summary <input type="checkbox"/> Freq. Called Summary | | | Office Use Only App. Code: User ID: Credit Dpt. Date: Account #: DT1: DT2: |
| Comments 5% Discount on Local Services including recurring charges and usage. | | | |
| Telephone Numbers (attach additional sheets as necessary) | | | |
| <u>SEE ATTACHED</u> | | | |
| Letter of Authorization | | | |
| Customer hereby authorizes CTC to perform any investigation necessary to determine the credit worthiness of the Company. CTC reserves the right to deny service and terminate this agreement or otherwise require a deposit as a condition to service from any applicant whose credit history is found to be unsatisfactory. All services shall be provided in accordance with the Terms and Conditions set forth in this Agreement. | | | |
| Accepted By: Customer <u>Kenneth C Barton</u> Customer Authorized Representative | | CTC Communications Corp. <u>[Signature]</u> CTC Account Executive Name: <u>Phil Frattantonio</u> Date: _____ CTC Branch Manager Date: <u>12/13/00</u> | |
| Name and Title <u>KENNETH C BARTON</u> <u>12/13/00</u> Date: | | Date: | |

BUS. MANAGER

TERMS AND CONDITIONS

Scope of Agreement. CTC Communications Corp. ("CTC" or the "Company") agrees to provide Customer with those services identified under applicable Service Order(s) executed by the Customer from time to time during this Agreement. Such Service Order(s) are incorporated herein by reference and all Services provided thereunder shall be subject to the terms and conditions set forth herein. Certain services provided under Company Service Order(s) are subject to the terms and conditions found in CTC's tariffs on file with state regulatory agencies and the Federal Communications Commission (the "FCC") as amended from time to time by the Company. For such services, in the event of any conflict between the terms and conditions set forth herein and those identified in CTC's tariff, in all instances, CTC's tariff(s) shall prevail.

Payments and Financial Responsibility. All invoices are due and payable upon Customer's receipt thereof. Any payment not received within thirty (30) days following the due date shall be deemed past due. CTC reserves the right to assess a late fee of one and one half percent (1.5%) per month or the highest amount permitted by law on any past due balance. Notwithstanding the foregoing, invoiced charges not paid within thirty (30) days will also be ineligible for any cash rebates or volume discounts which may have otherwise applied. Customer shall be liable for all charges incurred as a result of Customer's use of CTC's services, including use resulting from theft or unauthorized use of such Service. Customer shall notify CTC in writing of any disputed charge or amount within thirty (30) days of Customer's receipt of any invoice containing such disputed charge or amount.

Term Commitment. Customer agrees to utilize CTC's Service(s) for the duration of the term(s) specified in applicable Customer Service Orders.

Termination for Default. The Customer shall be in default of this Agreement in the event a) Customer fails to pay any amount due hereunder within thirty (30) days of the payment due date, b) the Customer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition of bankruptcy, and such proceeding is not dismissed within forty-five (45) days, c) Customer utilizes CTC services for any unlawful purpose or for any other purpose than that for which the Service is intended. Notwithstanding any other remedies which CTC may have available to it by law or equity, in the event of Customer's default of this Agreement, CTC may terminate this Agreement in accordance with the notice requirements set forth in the applicable CTC tariff(s) and discontinue any and all Services provided pursuant to any Service Order issued hereunder. CTC reserves the right to cancel any service used for unlawful purposes or for any purpose other than that which the service is intended. Nothing contained herein shall relieve customer of its obligations to pay CTC for charges incurred up to the date of termination.

Termination without Cause. Month-to-Month. Customer may terminate any service provided under a month-to-month Service Order with sixty (60) days written notice. **Term Plans.** In the event Customer terminates any local service order issued under a term agreement with the Company, Customer will be responsible for any termination fees assessed CTC by its underlying provider(s) as a result of such early termination. Notwithstanding the foregoing Customer may terminate any Service Order for long distance service issued under a Term Plan at any time during the first (60) days following commencement of Service. Thereafter, the Customer may terminate such Service Order by paying all outstanding charges incurred through the effective date of termination as well as an early termination charge. Such termination charge shall equal twenty-five percent (25%) of the customer's average monthly charges multiplied by the number of months remaining in the term. An equipment termination charge may also apply in the event Customer terminates any Service offered in conjunction with equipment supplied by the Company. The equipment termination charge shall be equal to the monthly recurring equipment charge multiplied by the number of months remaining in the then current term. Some service specific early termination charges may also apply. These charges apply only if detailed as Additional Terms and Conditions on a Service Addendum.

Limitation of Liability. CTC shall not be liable for any failure of performance of any of its obligations hereunder due to any cause beyond the reasonable control of the Company. Neither CTC nor its underlying carrier(s) shall be liable for any act or omission of any other company or companies furnishing a portion of any Service offered hereunder. Customer shall indemnify and hold CTC harmless for all claims for damages (including reasonable attorneys' fees) resulting from claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name or service mark, or any other injury to any person, property or entity arising out of the material, data, information or other content transmitted over CTC's facilities.

CTC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, COMPLETENESS, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE PROVIDED PURSUANT TO ANY SERVICE ORDER ISSUED HEREUNDER. CTC's liability for any damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, employees or underlying carriers in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing Service or facilities provided hereunder, or the Company's failure to perform any other duty arising out of this Agreement shall not exceed an amount equivalent to the actual proportionate charge for the Service applicable to the period during which the Service was affected.

Use of Service. The Customer shall not use any CTC Service in any manner other than that for which the Service was intended and shall refrain from using the Company's services in any manner which would adversely affect the Company's equipment or the Company's service to others. The Company reserves the right to discontinue service without notice in the event of any such unlawful or adverse use.

Rate and Product Changes. CTC reserves the right to modify the rates for any Service provided pursuant to any Service Order issued under this Agreement with thirty (30) days written notice; provided, however, in the event any increase results in the Company's rate for a particular Service exceeding that of the dominant's carrier's tariffed rate for the same or similar Service, then, in such event, the Customer may terminate the applicable Service Order without liability with thirty (30) days written notice. Nothing contained in this paragraph shall relieve the Customer of its obligation to pay for services rendered up to and including the effective date of any such termination.

Right of Entry. Customer shall allow CTC reasonable access to Customer premises for purposes of inspecting or maintaining Company-provided equipment located on Customer's property.

Assumption of Liability. Under certain limited circumstances, CTC may assume Customer's obligations under an existing contract with Customer's local exchange company (LEC). In the event of any such assumption, Customer shall become liable to CTC for the satisfaction of all terms and conditions of such contractual obligations assumed by CTC, including full termination liability.

Modifications. This Agreement may only be modified by a written instrument executed by both parties.

Assignment. CTC may assign this Agreement in accordance with the laws of the Commonwealth of Massachusetts. Customer may not assign this Agreement without the written permission of the Company obtained in advance.

Miscellaneous. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Failure of either party to insist upon the strict compliance by the other with any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver of any subsequent breach. No provision of this Agreement which may be unenforceable shall in any way invalidate any other provision herein. The term of this Agreement shall run concurrent with any Service Order issued hereunder.

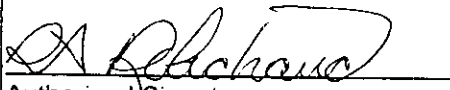
Special Provisions Pertaining to CTC Calling Card Customers. Subject to availability, CTC will supply Customer those billing card numbers requested by the Customer. Customer understands that billing card numbers are subject to change with thirty (30) days written notice by CTC and that all billing card number issued to Customer shall remain the property of CTC. Customer will be solely responsible for the distribution of billing card numbers to Customer's employees, agents and other third parties. Customer shall remain responsible for all card usage arising from Customer's intentional or unintentional distribution of billing card numbers. All calling card usage is monitored by CTC's fraud control procedures. CTC reserves the right, but is under no obligation, to immediately deactivate any billing card number for which CTC suspects fraudulent use. Customer shall be liable for all calls placed using a CTC calling card, whether authorized or unauthorized, known or unknown.



Letter of Authorization

The Customer's signature below confirms that for each of the phone numbers included in this Customer Service Agreement that

- a) Customer selects CTC Communications Corp. ("CTC") as its primary provider of
 - ☒ local exchange service ☒ intraLATA toll service ☒ long distance service ; that
- b) Customer designates CTC as its agent for purposes of changing primary service provider(s); that
- c) Customer understands that the selection of a new intraLATA toll or long distance service provider may result in the imposition of a charge by Customer's local exchange company for changing service provider(s); that
- d) Customer understands that only one service provider can be designated as the primary carrier for each of the services selected above; and that
- e) Customer is the Customer of record or other individual authorized to select the provider(s) for the services indicated above.



Authorized Signature

Name:

Title:

Director Facilities Date: *12/13/00*

Authorization to Access Customer Confidential Information

Authorization of Company's Use of Customer Proprietary Network Information (CPNI). Under Section 222 of the Telecommunications Act (the "Act") a customer has the right, and the carrier, an obligation, to protect the confidentiality of CPNI. CPNI includes, but is not limited to, customer account information pertaining to usage, calling plans and other presubscribed products and services. The Act also restricts a carrier from accessing CPNI absent a customer's approval for purposes other than the provisioning of service. The parties recognize that access to such information will assist CTC in determining those CTC products and services which best suit the Customer's specific telecommunications needs. Therefore, during the term of this Agreement, Customer's signature below authorizes CTC to access Customer's account information. Except as may be required by law, CPNI shall not be disclosed to any third (3rd) party without Customer's express written consent.

While presubscribed to CTC's services (or until such other time as I otherwise affirmatively revoke or limit), I hereby authorize CTC to access my CPNI.



Authorized Signature

Name:

Title:

Robert Robichaud
Director Facilities Date: *12/13/00*



Local Services Addendum

Products and Services:

| Quantity | Description | Product Code | One Time Charge | Monthly Charge | Total Monthly |
|----------|--------------------|--------------|-----------------|----------------|---------------|
| | 508-754-0080 | | | | |
| | 508-756-8210 | | | | |
| | 508-792-7250 | | | | |
| | 508-793-8000 | | | | |
| | 508-793-8204 | | | | |
| | 508-860-7550 | | | | |
| | 508-912-3927 | | | | |
| | 508-912-4167 | | | | |
| | 508-912-4225 | | | | |
| | 508-912-4451 | | | | |
| | 508-912-6295 | | | | |
| | 508-912-8019 | | | | |
| | 508-900-1731 | | | | |
| | 508 912 2284 | | | | |
| | 508 912 | | | | |
| | | Totals | | | |

Company Worcester State College
486 Chandler St
Worcester, MA 01602

Authorized Signature

Date

Name: Title:

Phil Frattantonio
Account Executive

Manager

12/13/00

Director of Facilities



Long Distance Addendum

| | | | |
|--|--|--|-----------------------|
| Installation Information | | Billing Information | |
| Worcester State College | | Worcester State College | |
| 486 Chandler St Worcester, MA 01602 | | 486 Chandler St Worcester, MA 01602 | |
| Contact: Vin Donahue | Phone: (508) 793-8000 | Contact: Vin Donahue | Phone: (508) 929-8180 |
| E-Mail: | Fax: | E-Mail: | Fax: |
| Service(s) Ordered: | | 800 Information | |
| <input checked="" type="checkbox"/> 1-Plus Rate: .049/cents per minute <input checked="" type="checkbox"/> 800 <input type="checkbox"/> Basic Service <input type="checkbox"/> Dedicated 1-Plus <input type="checkbox"/> Package Plan <input type="checkbox"/> Dedicated 800 <input type="checkbox"/> 1 Year Term <input type="checkbox"/> Calling Card Quantity of Cards: | | 800 Number Responsible Organization-Points To | |
| Options Selected: | | | |
| <input type="checkbox"/> Security Codes <input type="checkbox"/> Account Codes <input type="checkbox"/> Number of Digits | | | |
| Telemanagement Options: | | Telephone Line Information: | |
| Outbound Reports <input type="checkbox"/> Area Code Summary <input type="checkbox"/> Day Of Week <input type="checkbox"/> Time Of Day <input type="checkbox"/> Frequency Called <input type="checkbox"/> Lengthy Calls <input type="checkbox"/> International Reports | Inbound Reports <input checked="" type="checkbox"/> Area Code <input checked="" type="checkbox"/> Day Of Week <input checked="" type="checkbox"/> Time Of Day <input checked="" type="checkbox"/> Frequency Called <input checked="" type="checkbox"/> Lengthy Calls | Type - NPA-NNX-XXXX - LEC Type - NPA-NNX-XXXX - LEC | |
| | | Estimated Monthly Usage Minutes | |
| I hereby authorize CTC to act as my primary long distance carrier and to act as my agent in the pre-subscription process. I acknowledge that I have read, understood, and agreed to the terms and conditions set forth on the following page of this agreement. I am aware that any line not appearing on this agreement will not be billed by CTC. I understand that I can designate only one primary carrier for each telephone number and that any changes in my primary carrier will involve a charge from my local telephone company. | | | |
| Authorized Signature Robert Robichaud Director Facilities Name and Title | | CTC Account Executive Phil Fratanio Name | |
| Date 12/13/00 | | Date | |

GUI/400 RTS Pro

CR4200
12/16/03130 - CTC Communications
Accounts Receivable InquirySystem: S1023750
Wrkstn: QPADEV0124

Customer: ■914325 WORCESTER STATE COLLEGE

Balance..... 14790.96
Pending Adjustments.... .00
Adjusted Balance..... 14790.961=Select Detail
Billing

| Select | Period | Description | Billing | Payments | Adjustments |
|--------|---------|---------------------|---------|----------|-------------|
| — | 12 / 00 | DEC BILLING SUMMARY | 3671.12 | .00 | .00 |
| — | 01 / 01 | JAN BILLING SUMMARY | 2163.74 | .00 | .00 |
| — | 02 / 01 | FEB BILLING SUMMARY | 2705.57 | 5834.86 | .00 |
| — | 03 / 01 | MAR BILLING SUMMARY | 2666.72 | 5590.04 | .00 |
| — | 04 / 01 | APR BILLING SUMMARY | 3548.21 | .00 | .00 |
| — | 05 / 01 | MAY BILLING SUMMARY | 2837.96 | .00 | .00 |
| — | 06 / 01 | JUN BILLING SUMMARY | 2421.77 | 6168.42 | .00 |
| — | 07 / 01 | JUL BILLING SUMMARY | 2930.51 | 5352.28 | .00 |
| — | 08 / 01 | AUG BILLING SUMMARY | 1759.83 | .00 | .00 |
| — | 09 / 01 | SEP BILLING SUMMARY | 3637.55 | 5397.38 | .00 |
| — | 10 / 01 | OCT BILLING SUMMARY | 3561.52 | 631.80 | .00 |

More

3=Exit

F12=Previous F8=Pending Adj

4-12

SA

MW

KB

KS

DM

IM

II

206.215.60.4

1/400 RTS Pro

= [] X

R4200

130 - CTC Communications

System: S1023750

12/16/03

Accounts Receivable Inquiry

Wrkstn: QPADEV0124

Customer: ■914325 WORCESTER STATE COLLEGE

Balance..... 14790.96

1=Select Detail

Pending Adjustments.... .00

Billing

Adjusted Balance..... 14790.96

| Select | Period | Description | Billing | Payments | Adjustments |
|--------|---------|---------------------|---------|----------|-------------|
| - | 11 / 01 | NOV BILLING SUMMARY | 4149.27 | 3561.52 | .00 |
| - | 12 / 01 | DEC BILLING SUMMARY | 4118.85 | 3517.47 | .00 |
| - | 01 / 02 | JAN BILLING SUMMARY | 3794.54 | 4423.77 | .00 |
| - | 02 / 02 | FEB BILLING SUMMARY | 5965.51 | 3794.54 | .00 |
| - | 03 / 02 | MAR BILLING SUMMARY | 3796.21 | 5965.51 | .00 |
| - | 04 / 02 | APR BILLING SUMMARY | 3626.83 | 3258.24 | .00 |
| - | 05 / 02 | MAY BILLING SUMMARY | 5546.07 | 11799.11 | .00 |
| - | 06 / 02 | JUN BILLING SUMMARY | 4444.48 | 5862.35 | .00 |
| - | 07 / 02 | JUL BILLING SUMMARY | 3194.83 | 3195.03 | 6911.48- |
| - | 08 / 02 | AUG BILLING SUMMARY | 3516.55 | 3044.81 | .00 |
| - | 09 / 02 | SEP BILLING SUMMARY | 3524.82 | 3515.42 | .00 |

More...

F3=Exit

F12=Previous

F8=Pending Adj.

4-12

SA

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206 215 60 4

RTS Pro 400

CR4200 130 - CTC Communications System: S1023750
 12/16/03 Accounts Receivable Inquiry Wrkstn: QPADEV0124

Customer: 914325 WORCESTER STATE COLLEGE

Balance..... 14790.96
 Pending Adjustments... .00
 Adjusted Balance..... 14790.96

1=Select Detail
 Billing

| ect | Period | Description | Billing | Payments | Adjustments |
|-----|---------|---------------------|----------|----------|-------------|
| - | 10 / 02 | OCT BILLING SUMMARY | 3644.59 | 3516.96 | .00 |
| - | 11 / 02 | NOV BILLING SUMMARY | 3863.78 | 3697.72 | .00 |
| - | 12 / 02 | DEC BILLING SUMMARY | 3904.40 | 200.27 | .00 |
| - | 01 / 03 | JAN BILLING SUMMARY | 3751.37 | 7388.85 | .00 |
| - | 02 / 03 | FEB BILLING SUMMARY | 3883.97 | 7468.23 | .00 |
| - | 03 / 03 | MAR BILLING SUMMARY | 2749.51 | 357.47 | .00 |
| - | 04 / 03 | APR BILLING SUMMARY | 2769.69 | 2745.23 | .00 |
| - | 05 / 03 | MAY BILLING SUMMARY | 2738.44 | 2764.50 | .00 |
| - | 06 / 03 | JUN BILLING SUMMARY | 1728.20 | .00 | .00 |
| - | 07 / 03 | JUL BILLING SUMMARY | 10409.18 | .00 | .00 |
| - | 08 / 03 | AUG BILLING SUMMARY | 82.21 | .00 | 145.40 |
| | | | | | More... |

2=Exit F12=Previous F8=Pending Adj.

4-12 SA MW KB KS DM IM II 206.215.60.4

400 RTS Pro

CR4200
2/16/03130 - CTC Communications
Accounts Receivable InquirySystem: S1023750
Wrkstn: QPADEV0124

Customer: 914325 WORCESTER STATE COLLEGE

Balance.....: 14790.96
 Pending Adjustments...: .00
 Adjusted Balance.....: 14790.96

1=Select Detail
Billing

| Select | Period | Description | Billing | Payments | Adjustments |
|--------|---------|---------------------|---------|----------|-------------|
| | 09 / 03 | SEP BILLING SUMMARY | 34.16- | .00 | .00 |
| | 10 / 03 | OCT BILLING SUMMARY | 181.72 | .00 | .00 |
| | 11 / 03 | NOV BILLING SUMMARY | 178.70- | .00 | .00 |

Bottom

=Exit

F12=Previous F8=Pending Adj.

4-12

SA

MW

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KS

DM

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206

215

60

4

GUI/400 RTS Pro

12/16/03
09:03:01ACCOU... INFORMATION ACCOUNT SEARCH
UNEP QUALIFIED ZONESULLIK
MSSH104

Worcester State College

Acct. Mgr. MELANS

486 Chandler St

Contact Information

Worcester

Sal A (First.Name)

MA 01602

Vin Donohue

Main Phone 508 793 8000

Telecom mgr

Fax#

Phon 508 793 8000 Exte

Class Code A

AcctStatus PA PROSPECT ACTIVE

Acct Exec BLKL7 L7 - Black Account S

NC HENRYM Maria Henry

IndustryID **** UPDATE REQUIRED

E-Mail

Cust. Type

Product

Credit DISCLETC

Customer # 914325

EOA Signed NO

Cust.Type

Next Activity Code.

F3=Exit

F10=Menu Bar

F12=Cancel

21-48

SA

MW

KB

KS

DM

IM

II

206

215

60

4

GUI/400 RTS Pro

(F)ile

(V)iews

(A)ctions

(T)ools

(O)ptions

Worcester State College

Acct. Mgr.

MELANS

486 Chandler St

Customer #

914325

BILLING ADDRESS CHANGE

F12=Previous

Current Billing

WORCESTER STATE COLLEGE

486 CHANDLER ST

Current Install

486 CHANDLER ST

WORCESTER

MA 016020000

508 793 8000

WORCESTER

MA 016020000

508 793 8000

CHANGE BILLING ADDRESS TO :

WORCESTER STATE COLLEGE

486 CHANDLER ST

WORCESTER

MA 016020000

508 793 8000

Parent Account. Should the children have the same billing address? _ (Y/N)

16-26

SA

MW

KB

KS

DM

IM

II

206 215 60 4